



AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Bank Hapoalim BM** ("**Seller**"), acting on behalf of one or more of its customers (the "**Customer**"), hereby unconditionally and irrevocably sells, transfers and assigns to **Fibi Bank (Switzerland) Ltd** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal amount specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Number **55854** filed by or on behalf of Seller (the "**Proof of Claim**") against **Lehman Brothers Holdings, Inc.**, debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller or its Customer relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's or Customer's right, title and interest in, to and under the transfer agreements, if any, under which Seller, Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller's Customer is the beneficial owner of the Purchased Securities relating to the Purchased Claim and specified in Schedule 1 attached hereto; (d) Seller or its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (e) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of ~~Partial~~ Transfer of Claim; (f) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (g) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by

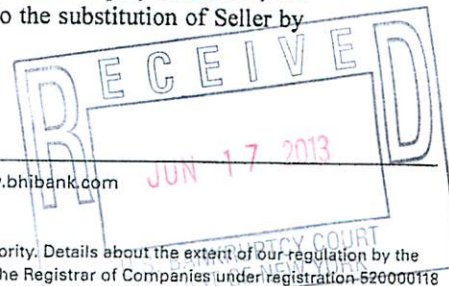
**BANK HAPOALIM B.M.** (Incorporated in Israel with Limited Liability)

Registered address 25 Savile Row, London W1S 2ES Tel +44 (0)20 7973 5400 Fax +44 (0)20 7973 5401 [www.bhibank.com](http://www.bhibank.com)

Registered in England as a Branch of Bank Hapoalim BM under registration BR 2060/FC7140

Authorised and regulated by The Bank of Israel, Israel. Authorised by the Prudential Regulation Authority.

Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Head Office in Israel - Registered in Israel with the Registrar of Companies under registration 520000118







Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) in the form attached as Exhibit A hereto, including this Agreement and Evidence of ~~Partial~~ Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of ~~Partial~~ Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.


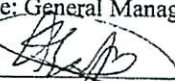
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method, or via another settlement method agreeable to both Purchaser and Seller), as Purchaser may designate in writing to Seller. This Agreement and Evidence of ~~Partial~~ Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of ~~Partial~~ Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.


IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF [TRANSFER OF CLAIM is executed this 28 day of May 2013

[Seller]: Bank Hapoalim BM

By:   
Name: Sandra Bowen  
Title: General Manager  
By:   
Name: Asaf Bort  
Title: Head of Private Banking

25 Savile row  
London

[Purchaser]: Fibi Bank (Switzerland) Ltd.

By:   
Name: P. PAUTOUEK  
Title: VICE MANAGER  
[Address]

FIBI Bank (Schweiz) AG Sacha Hostettler (Mandatory)
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Schedule 1

Transferred Claims

Purchased Claim

\$\_\_\_\_\_ of \$ 62,792,669 (the outstanding amount of the Proof of Claim as of May 15, 2012).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Interest (as of [_____] )
Lehman Brothers Treasury CO	XS0326215893	Lehman Brothers Treasury CO BV	[_____]	USD150,000			

Extremely Urgent



The UPS EXPRESS ENVELOPE  
Der UPS EXPRESS ENVELOPE  
La UPS EXPRESS ENVELOPE  
El uso del UPS EXPRESS ENVELOPE  
de documentos.

L'utilisation de l'UPS EXPRESS  
de documents exclusivement  
Koperta UPS EXPRESS ENVELOPE

Cash and negotiable items  
Der Versand von Bargeld  
Vietato inviare denaro  
El dinero en efectivo  
Les envois d'espèces  
Niedozwolone jescie  
przedmiotów wartosciowych

Pouch for Commercial Invoices/Shipping Documentation  
International shipments crossing customs borders are required to have supporting documents.  
Please provide one original and two copies of the invoice and supporting documents.

LINDA VOYAME  
12150 59  
P.O. BOX 61  
SEESTRASSE 61  
8002 ZÜRICH  
SWITZERLAND  
SHIP TO:  
ATT: LEHMAN BROTHERS HOLDING CLAIMS  
0000000000000000  
EPIQ BANKRUPTCY SOLUTION LLC  
3 RD FLOOR  
757 THIRD AVENUE  
NEW YORK NY 10017-2013  
UNITED STATES

0.0 KG ENV 1 OF 1  
SHIP#: 3026 59VN XNK  
SHIP WT: 0.0 KG  
DATE: 12 JUN 2013

NY 100 9-44



UPS SAVER

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DESC: document

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JUN 13 2013  
E. SYSTEMS

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